

Benton CSD

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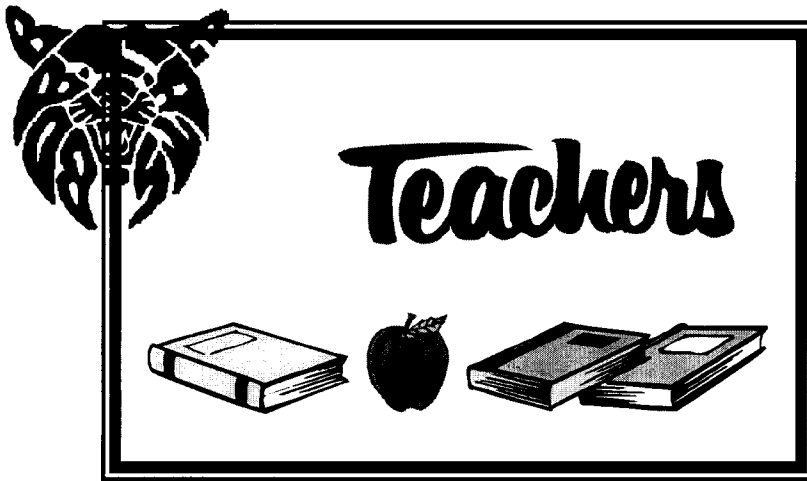
7/1/2006 6/30/2007

Between

BENTON COMMUNITY SCHOOL DISTRICT

and the

BENTON COMMUNITY EDUCATION ASSOCIATION



"Quality Education for A Lifetime of Learning"

EFFECTIVE

JULY 1, 2006 - JUNE 30, 2007

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ARTICLE I RECOGNITION

A. Unit

The Board hereby recognizes the Benton Community Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in the Public Employment Relations Board (PERB) certification instrument (Case No. 241) issued by the PERB on the 8th day of October, 1975.

The unit described in the above certification is as follows:

INCLUDED: All professional employees, including classroom teachers, guidance counselors, librarians, nurses, special education teachers, advisors, and eligible substitutes.

EXCLUDED: Superintendent, principals, activities director, and classified personnel and other employees excluded by Section 4 of the Act.

B. Definitions

1. The term "Board", as used in this Agreement, shall mean the Board of Education of the Benton Community School District or its duly authorized representatives.
2. The term "Employee", as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the PERB.
3. The term "Association", as used in this Agreement, shall mean the Benton Community Education Association or its duly authorized representatives or agents.

ARTICLE II GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

B. Purpose and Procedure

1. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems, which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of an employee or the Association to act on any grievance will amount to a waiver of the alleged grievance and act as a bar to further appeal of the grievance. An administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.
3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative(s) shall be conducted so as to result in no interference or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff. The administration shall determine whether an interference has occurred under this paragraph.
4. All grievances must be presented within seven (7) working days following knowledge of the date of occurrence of the event giving rise to the grievance.
5. Every employee covered by this Agreement or the Association shall have the right to present grievances in accordance with these procedures.
6. At all steps of the grievance after the informal discussion, the Association and Administration shall have the privilege to have representatives to attend any meeting required to resolve the grievance.
7. An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his/her building principal. At the grievant's request, the grievant may have association representation at this informal discussion.

C. **First Step**

1. If a grievance is not resolved informally, the aggrieved employee shall file the grievance in writing with the building principal within five (5) working days after the informal conference with the building principal. The written grievance shall state the nature of the grievance, spelling out the specific clause or clauses of this Agreement which have been allegedly violated, misinterpreted, or misapplied, and shall state the remedy requested.
2. Within five (5) working days after the principal receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his/her representative(s), if requested, to discuss the alleged grievance and attempt to resolve the same.
3. The principal shall have the right to have a representative or designee at the meeting. The principal, or other Board representative, shall render such decision and communicate it in writing to the aggrieved employee and the Superintendent within ten (10) working days following the meeting between the principal and the aggrieved.

D. **Second Step**

In the event a grievance has not been satisfactorily resolved at the first (1st) step, the aggrieved, if he/she so desires, may file an appeal of the principal's answer within five (5) working days of the said written decision with the Superintendent and/or his/her representative. Within ten (10) working days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, and the Superintendent shall meet in an attempt to resolve the grievance. The Superintendent and/or his/her representative shall file an answer within ten (10) working days of the second (2nd) step grievance meeting and communicate it in writing to the employee, the principal, and the representative of the employee.

E. **Third Step**

1. If the grievance is not resolved satisfactorily in step two (2), there shall be available a third (3rd) step of impartial binding arbitration. If a demand for arbitration is not filed within twenty (20) working days of the second (2nd) step reply, then the grievance will be deemed settled on the basis of the second (2nd) step answer. Grievances which have been processed through the preceding steps of the procedure, and only such grievances, shall be submitted to arbitration as provided as follows:
2. The grievant or his/her representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two (2) parties within five (5) working days after said notice is given. The Public Employees Relations Board shall be requested to provide a list of five (5) arbitrators.

The parties shall be determined by coin toss which party shall have the right to alternately strike one (1) name at a time from the list until one (1) shall remain. The party selected to remove the first (1st) name shall do so within three (3) working days after receipt of the list. Each party shall have one (1) working day to remove the next name. The remaining name will be the arbitrator.

3. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties.
4. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of the Agreement to the settlement of issues and grievances arising hereunder.
5. Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his/her representative.

F. **Other**

1. The Association pledges itself to make every effort to maintain unimpaired the educational services to the community. The Association shall make every effort to participate in preventing members of the bargaining unit to strike, slow down, disrupt, impede or otherwise impair the normal functions of the School Board or to refuse to perform any customarily assigned duties for the Board, nor shall any employee participate in such prohibited activity. The occurrence of any such prohibited activities by the Association, employee or employees shall be deemed illegal, and a violation of this Agreement.

2. Upon notification by the Board to the Association that certain of its employees are engaged in a violation of the Article, the Association shall disavow such violations and shall immediately in writing order such employee's return to work as promptly as possible. Failure of the Association to issue the orders and take action required herein shall be considered in determining whether or not the Association caused or authorized the strike or other prohibited activity.
3. Any or all of the employees who violate any of the provisions of this Article may be discharged or disciplined by the Board, including loss of compensation or disciplined by a proceeding involving breach of these provisions; the sole question to be determined is whether the employee engaged in the prohibited activity.
4. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the building principal and the processing of such grievance shall begin at the First Step. The Association may process the grievance procedure and the number of days indicated at each level apply to such grievance.
5. At any step of the grievance procedure, either party may request the presence of any employee that is affected by the grievance. If the grievance affects a group of employees, the presence of any and/or all such employees may be required.
6. Participation in the grievance procedure shall not subject any representatives, or any member of the Association, or any other participant to reprisals of any kind solely because of such participation.
7. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in a personnel file of any of the participants.
8. All hearings under procedure, shall be conducted in private and shall include only witnesses, the grievant, and their designated or selected representatives heretofore referred in this Article.
9. All grievances processed outside the employee's work day unless otherwise agreed to by the Superintendent or his/her designee.

ARTICLE III

WAGES AND SALARIES

A. Placement on Salary Schedule

1. Each employee shall be placed on the proper step of the salary schedule as of the effective date of this Agreement and in accordance with paragraph 2 below. Any employees hired prior to the ninety-first (91st) teaching day of any school year shall be given full credit for one (1) year of service toward the next incremental step for the following year.
2. Credit for experience within the past ten (10) years may be given for previous teaching experience in a duly accredited school upon initial employment. Credit for experience beyond ten (10) years may be given at the sole discretion of the Superintendent.

B. Advancement on Salary Schedule

1. Increments

Employees on the regular salary schedule shall normally be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Benton Community School District for ninety-one (91) consecutive teaching days or more in one (1) school year.

2. Educational Lanes

Employees who move from one educational lane to a higher educational lane on the salary schedule shall move to the corresponding step on the higher lane and down one vertical step. Employee educational advancement on the salary schedule shall only be for graduate courses within the employee's assigned teaching areas, or for graduate courses in pursuit of an advanced degree in the assigned teaching area. For an employee to advance from one educational lane to another, advance information of intent must be filed by the employee prior to taking the graduate course and advance approval shall be required from the Superintendent. Credit for graduate courses outside an employee's assigned teaching area for movement on the salary schedule may be approved at the discretion of the Superintendent. The Superintendent shall have the sole, exclusive and final decision on graduate courses for advancement on the salary schedule. The employee shall file suitable evidence of additional educational graduate credit with the Superintendent no later than September 10th of each year in the which he/she is eligible to move. No advances on the salary schedule shall be made during the school year.

C. **Method of Pay**

1. **Pay Periods**

Each employee shall be paid in twelve (12) equal installments on the twenty-fifth (25th) of each month. Employees shall receive their checks at the center designated by the teacher and on regular school days whenever possible. All special education employees who receive pay from Grant Wood will be paid according to their schedule.

2. **Exceptions**

When a pay date falls on or during school holidays, vacation, or weekend, employees shall receive their pay checks on the last previous working day, whenever possible.

Employees, who are new in the teaching profession, may, at their option, elect to receive up to fifty percent (50%) of the first (1st) salary installment after the completion of the first (1st) fifteen (15) working days of employment. The balance of the contracted salary for that month shall be paid on the regular pay period date.

3. **Final Pay**

The District and employee, by mutual agreement, may have the option of paying all or part of an employee's earned, contracted salary on the last pay period of the in-school work year.

4. **Summer Checks**

Summer checks shall be mailed to the address designated by the employee.

ARTICLE IV

DEDUCTIONS

A. Dues Deductions

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked at any time by giving thirty (30) days written notice, the Board agrees to deduct the regular monthly Association dues from his/her pay and remit such deductions by the twentieth (20th) day of the succeeding month to the official designated by the Association in writing to receive such deductions. The Association will notify the Board in writing the exact amount of such regular membership dues to be deducted. The Board shall deduct one-twelfth (1/12th) of the total dues from each such employees each month, beginning in September and ending in August of each year. Requests for dues deductions shall be filed with the Board by September 10th of each year.

The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, judgments brought or issued against the Board as a result of any action taken or not taken by the Board in this Article.

B. Payroll Deductions

Upon appropriate written authorization from the employee, the Board may deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), savings bonds, charitable donations, or any other plans or programs. Such deductions must be approved by the Superintendent.

ARTICLE V
DISTRICT CAFETERIA PLAN/INSURANCE

- A. The district will provide each full-time employee five hundred and thirty dollars (\$530) per month, which will be provided toward the District's group cafeteria plan. This amount shall be pro-rated for part-time employees. The district will make available a Section 125 salary reduction plan, including a \$10,000 term life insurance policy for each employee.
- B. **Flexible Spending Account**
Each employee shall complete an annual election form for the benefits the employee wishes to select from the following choices, subject to the provisions, terms and conditions of the District's 125 salary reduction plan and the provisions, terms, and conditions of the health insurance policies and plan options.
1. **Health Insurance - from the options offered by the school district.**
 2. **Other insurances.**
 3. **Dependent Care expenses.**
 4. **Medical reimbursement account.**
 5. **Cash.**
- C. **Health and Major Medical**
1. Each full-time employee may elect to participate or not to participate in one of the health and major medical insurance plans offered by the school district.
 2. Anyone declining coverage in the current year can only return to coverage upon occurrence of a HIPAA Qualifying Event.
 3. The district health insurance programs shall be for twelve (12) consecutive months. Coverage periods and dates of premiums payments necessary for such coverage shall be determined by the insurance carrier (company).
 4. The Board shall notify the Association President of any intentions to change insurance coverage or carrier and the Association shall have the opportunity to make recommendations concerning the District health insurance program. However, the District shall have the right at any time to procure the insurance referred to in the above section from any reputable insurance company.
- D. Long-term disability insurance will be provided for all professional personnel.
- E. All professional employees are covered by Workers Compensation insurance.
- F. The district shall provide all employees with liability insurance while acting within the scope of activities related directly to the duties in the employment by the District, with limits of liability in such amounts as shall be maintained by the District. This information will be on file in the office of the District Secretary and an explanation of the insurance coverage will be provided by the administration upon request by the employee.
- G. All the terms and conditions of the existing insurance policies shall supersede any agreements in this Article.

**ARTICLE VI
LEAVES OF ABSENCE**

A. Sick Leave

1. Employees covered under this Agreement shall be granted leave of absence or personal illness or injury, as prescribed by the Statutes of Iowa, in the following amounts:

1st year of employment	10 days
2nd year of employment	11 days
3rd year of employment	12 days
4th year of employment	13 days
5th year of employment	14 days
6th year of employment	15 days
and subsequent years of employment	

If an employee is on an extended contract, he/she shall be entitled to one (1) additional sick leave day for each month of twenty (20) working days beyond the normal contract.

2. The above amounts shall only apply to consecutive years of employment in the District, and any unused portion may be accumulated to a maximum total of one hundred twenty (120) days. The Board shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for such leave of absence.
3. Two (2) days per year of absence in the case of hospitalization, surgery or illness of a family member of the employee's immediate family (spouse, children, parents, siblings, or legal dependent) will be allowed and charged to sick leave. These two (2) days per year of absence may also be used in the case of hospitalization or surgery of grandparents, grandchildren, or siblings and charged to sick leave. One additional day per year will be allowed for the purpose of outpatient surgery for employee's immediate family and will be charged to sick leave. Any additional days needed for this purpose will be charged to personal leave or special leave as approved by the Superintendent or his/her designee.
4. Pregnancy will be treated as an illness and subject to all provisions of this Agreement regarding sick leave.
5. Any employee returning from illness, whether or not sick leave benefits have been paid, may be required to furnish a physician's certificate of health prior to returning to work. If the employee exhausts all of his/her accumulated and current sick leave, and has not been released by his/her doctor to return to work, the situation will be handled as leave without pay. The employee's pay will consequently be withheld on a per diem basis until he/she returns to work.

6. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reasons, except for recall, see Article X, Paragraph G, of this contract.
7. When an employee will be absent from work he/she shall give notice to the principal or the person designated by the Superintendent to receive such notice. If the absence is for consecutive days, the Superintendent or representative shall be notified of the return of the employee.
8. Sick leave shall not be granted for elective surgery or other such illnesses, or for leaves for which reasonable evidence cannot be shown confirming the necessity of sick leave absence.

B. Personal Leave

1. Two (2) days of personal leave will be granted without prior approval; however, all requests for personal leave must be filed with the Superintendent or his/her designee at least one (1) week in advance of the date requested, except in extenuating circumstances.
2. Personal leave shall not be granted during the first (1st) two (2) weeks or the last two (2) weeks of the school year, or to extend vacations or holidays, except under extenuating circumstances, at the sole discretion of the Superintendent or designee. Personal leave shall not be granted in units less than one-half (1/2) day.
3. Personal leave shall not be granted on an inservice or professional development day except in extenuating circumstances at the sole discretion of the superintendent.
4. Personal leave shall be granted to not more than two (2) employees per elementary attendance center per day, and to not more than four (4) employees at the secondary attendance center per day. Additional requests per attendance center per day may be considered and granted at the sole discretion of the superintendent.
5. Employees may choose to carry over one unused personal day to the following year, resulting in no more than three (3) days in any year.

C. Professional Leave

Professional leave for attendance of educational meetings or visiting other schools may be permitted at full pay if such attendance is approved by the Superintendent or his/her designee. Requests for professional leave must be filed in writing with the Superintendent or his/her designee, at least ten (10) days prior to the first (1st) day of the anticipated attendance, except in extenuating circumstances. Employees may be reimbursed for expenses related to the attendance of such meetings as designated by the Superintendent or his/her designee. The cost of substitutes may also be paid by the District if approved by the Superintendent or his/her designee.

D. Funeral Leave

In case of necessary absence of a regular employee to attend or make arrangements for a funeral of a member of the employee's immediate family (spouse, children, sister, brother, parent or parent-in-law, legal dependent or legal guardian), such employee will be paid for scheduled time lost to and including the day of the funeral, but not to exceed five (5) non-consecutive school days, to be used within thirty (30) days of the requested leave. Three (3) days of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, or a grandparent or grandchild. One (1) day of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of other persons.

E. **Jury Duty**

1. An employee called for jury duty during school hours or who is required to appear in court by a subpoena shall be provided such time without the loss of pay. Any per diem fees the employee receives during such leave shall be turned over to the district.
2. When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall report to work and shall complete any remaining hours of the working day if required.

F. **Special Leave**

An employee may be granted leave of absence with or without pay at the sole discretion of the Superintendent or his/her designee.

G. **Association Leave**

The Association shall be granted a total of seven (7) days of leave for the purpose of allowing designated members to conduct Association business. Requests for the use of these leave days will be made by the President of the Benton Community Education Association at least one (1) week in advance of the necessary absence. The cost to the District for the substitute teacher will be paid by the Association.

H. **General Provisions on Leave of Absence**

1. A leave of absence will not be granted for the purpose of allowing the employee to enter the employ of another employer, to seek other employment, or to enter into or engage in self-employment. Acceptance of any type of employment for wages or profit during paid leave of absence will be proper cause for discharge.
2. An employee who gives the board a false reason to obtain a leave of absence will be subject to discharge.
3. An employee returning to work after a serious illness or injury may be required by the Board to undergo a medical examination to determine whether the employee is physically and mentally qualified to return to work.
4. Failure of an employee to return to work at the end of an authorized leave of absence period, or extension thereof, will automatically terminate the employee's relationship with the Board, except under extenuating circumstances which the Board may require the employee to substantiate or unless the Board determines otherwise.
5. All absences other than those enumerated under the above leave provisions will result in loss of pay as per contract.

I. **Family Medical Leave**

Employees of the District are entitled to family and medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

J. **Adoption Leave**

1. A maximum of (five) 5 days of paid leave will be granted by the Superintendent or his/her designee for adoption procedures.
2. An additional fifteen (15) days of paid leave will be granted by the Superintendent or his/her designee for the adoption of a child who has not yet entered K-12 school.
3. All applicable leave must be used prior to adoption leave.

ARTICLE VII

EMPLOYEE HOURS AND DUTIES

- A. An employee's working hours shall be determined by the building principal and will include the scheduling of a duty-free lunch period of at least twenty-five (25) minutes, except under extenuating circumstances. Compensation time shall be scheduled for extended conference days.
- B. Employees shall not leave the building to which they are assigned during normal working hours without the approval of the principal or his/her designee.
- C. During the employee's normal working hours there shall be time allotted for the purpose of classroom preparation and the student instruction. It is desirable for each employee to have an uninterrupted preparation period each day. Employees assigned to Middle and Senior High Schools shall have a minimum of one (1) regularly assigned period each day which may be used for preparation time, and during which the employee will not normally be assigned other duties. Elementary employees shall have designated preparation times within the day.
- D. The practice of using a regular employee as a substitute, thereby, depriving him/her of his/her preparation period or interfering with his/her normal teaching assignment, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular employees who volunteer may be used as substitutes during their preparation time. Regular employees utilized as substitute teachers shall receive additional compensation at the rate of fifteen (\$15.00) per period or thirty (\$30.00) per block.
- E. Employees shall be required to attend staff meetings as scheduled by the building principal. A notice of any faculty meetings and an agenda shall be given to the employees involved at least one (1) day prior to the meetings, except in cases of emergency.
- F. Part-time employees participating in scheduled professional development activities beyond their regular work hours shall submit an expense voucher and be compensated at the regular per diem rate.

EXTENDED AND SEPARATE CONTRACTS

Personnel presently employed by the District who seek employment during the summer months shall upon administrative recommendation and the Board of Education approval may be placed on extended contracts. Personnel employed on extended contracts will receive pay under the following formula:

Employee-Current Combined Salary (Salary Schedule plus Phase I and II Schedule)--No. of Contract Days X No of Extended Days=Total Salary of Extended Contract.

Positions on extended contracts shall include: Guidance, Vocational Home Economics, Vocational Agriculture, and HS/MS Media Specialist.

Personnel employed under separate contract during the summer months shall receive compensation as follows:

1. Driver Education - \$30.00 per hour.
2. Driver Education Coordinator - \$250.00
3. Coaches - as per supplemental salary schedule.
4. All others - to be determined by the Superintendent or his/her designee subject to approval by the Board of Education.

SUMMER CURRICULUM WORK

Personnel employed during the summer months upon administrative recommendation and Board of Education approval will be placed on contract. Additional compensation for summer curriculum will be determined by the Administration.

VACATIONS

No extra duties will be assigned to teachers during the following vacation periods: Labor Day, Thanksgiving, Christmas through New Years, Good Friday, Easter, Memorial Day.

**ARTICLE VIII
REDUCTION OR REALIGNMENT OF STAFF**

- A. Reduction is defined as less than the current contract.
- B. The Board, in making a reduction, shall follow the procedures specified within each category.
- C. The areas and categories are:

<u>Elementary (K-6)</u>	<u>Secondary (7-12)</u>	<u>(K-12)</u>
1. Regular Classroom Teacher	1. Special Education	1. Physical Education
2. Special Education	2. Guidance Counselor	2. Art
3. Chapter I Reading	3. Language Arts	3. Nurse
4. Elementary Guidance Counselor	4. Social Studies	4. Vocal Music
5. Chapter I Mathematics	5. Mathematics	5. Instrumental Music
6. Reading Intervention	6. Science	6. Media
	7. Foreign Language	7. Talented and Gifted
	8. Home Economics	
	9. Industrial Arts	
	10. Business Education	
	11. Vocational Agriculture	

- D. The order of reduction within each category shall be pursuant to the procedures specified below:

- Step 1.** Normal attrition resulting from employee's retiring, resigning, or voluntary reduction will be relied upon to the extent it is administratively feasible.
- Step 2.** Staff members with emergency and/or temporary certification shall be reduced first (1st) unless needed to maintain a program.
- Step 3.** Employees within their first (1st) year of service in the District will be reduced next, unless needed to maintain a program.
- Step 4.** The remaining employees to be reduced will be determined by seniority within the categories, unless needed to maintain a program.

Seniority shall be defined as an employee's length of full-time continuous service with the Board since the employee's last date of hire. Years of part-time service shall be calculated on a pro-rata basis as they relate to full-time.

- E. In the event that more than one employee has the same seniority the following criteria may be used in the determination of reduction within the subject categories:
1. Professional Preparation; 2. Teaching Experience; 3. Co-curricular assignments.
- F. When the number of employees to be reduced has been determined by the Board, it will notify the employee(s) and the Association in writing, stating the reasons for such reduction. The reduction of each of employee shall commence on the date specified by the Board.

G. **Recall**

- (1) Employees shall have recall rights in inverse order of reduction for eighteen (18) months, to any position which becomes available within the category from which the employee was laid off. If eighteen (18) months has elapsed since the employee's lay off, they shall have no recall rights.
 - (2) Laid-off employees shall advise the Superintendent of their current address and other employment during layoff. If an employee fails to notify the Superintendent of their address, any recall rights shall terminate.
 - (3) A recalled employee shall maintain all unused accumulated sick leave benefits, and shall be placed on the salary schedule pursuant to Article V of this Agreement. Employees who are laid off and subject to recall shall not accrue sick leave benefits or experience on the salary schedule.
 - (4) Employees temporarily hired to fill a vacancy created by the awarding of a leave of absence, or to fill a vacancy arising after September 1st of the contract year, shall not be eligible for the recall rights established in this Article.
- H. An employee shall be notified of recall in writing, specifying the vacancy and the date of recall. Any and all recall rights shall terminate unless within seven (7) calendar days after the employee received notice of re-employment, the employee shall advise the Board in writing by certified mail that the employee accepts the position offered in such notice and will be able to commence employment on the date specified in the notice. Notice of recall or acceptance of recall shall be considered received when mailed by registered mail, return receipt requested to the last known address of the party in question as shown on the school district's records. Notice shall be effective if personally delivered to the employee by the Superintendent or his/her designee. The same time period previously indicated herein to be applicable.
- I. Termination of employees shall be pursuant to Chapter 279 of the Code of Iowa and terminated employees and/or the Association shall not have access to the grievance procedure as set forth in Article II of the contract for review of such termination.

**ARTICLE IX
SAFETY AND HEALTH**

- A. Physical examinations shall be required for all employees upon their initial appointment and prior to actual employment. Forms for examination shall be provided by the School District. The amount to be paid by the District is not to exceed forty dollars (\$40.00). The employee shall submit the cost of the physical examination to their insurance carrier and the District will reimburse the employee up to a maximum of (\$40.00) toward the actual cost of the physical.
- B. The School District shall not be required to reimburse any employee for further examinations or subsequent treatment where the required examination discloses a health problem.

ARTICLE X EMPLOYEE EVALUATION PROCEDURE

Within six (6) weeks after the beginning of each school year, teachers shall be acquainted by a member of the administrative staff with the evaluation procedures to be observed.

Track 1 (Beginning Teacher)

Teachers in their first or second year of the profession, or career teachers, who are in their first year of teaching for the District, shall be considered Track 1 teachers. The cycle for Track 1 shall consist of both formal and informal observations, initiated by the evaluator. The evaluator shall conduct a minimum of two formal observations and minimum of two walkthroughs. At least one of the formal observations shall also include a pre-observation conference and post-observation conference between the evaluator and teacher. Teachers in Track 1 will be involved in a minimum of one summative conference in year one. In year two (year one for career teachers new to the District), teachers in Track 1 will be involved in a comprehensive review.

Track 2 (Career Teachers)

- A. Track 2 is for licensed teachers who have earned regular teaching licenses and are not in Track 3. A teacher in their third year of probation pursuant to Iowa Code may be evaluated using the same methods as in Track 1. Each teacher in Track 2 shall be required to develop, an individual career development plan every three years.
- B. During year one of the cycle, each staff member shall create an individual career development plan which shall reflect continuing professional growth in the areas of the Iowa Teaching Standards and Criteria and be aligned with the District's comprehensive school improvement plan.
- C. During the first two years of the cycle, the evaluator and teacher shall meet and discuss the progress of the teacher on the Individual Career Development Plan and on the Iowa Teaching Standards and Criteria. The evaluator may formally observe the teacher, at any time the evaluator determines; however, the evaluator shall formally observe the teacher a minimum of at least one time in the three-year cycle. At least one formal observation shall include a pre-observation and a post-observation conference. In addition to the formal observations, the evaluator may conduct informal drop-in or walk-through observations without prior announcement at any time during the three-year cycle. The law requires that "supporting documentation from other evaluators, teachers, parents, and students" shall be collected for the performance review. In year three, the completion of the Individual Career Development Plan will occur; a written review by the evaluator after the teacher and evaluator have discussed the teacher's progress and outcomes on the Individual Career Development Plan will be completed; and a three-year summative review will be conducted. The teacher, in conjunction with the evaluator, needs to provide documentary evidence in meeting each of the teaching standards.

1. Within ten (10) school days of the classroom observation, the person making the observation and the teacher being evaluated shall meet to discuss the formal observation(s).
 2. Every employee shall be formally evaluated at least once every three (3) years.
- D. Following the final formal observation, the evaluator and the employee shall meet to discuss the formal written evaluation.
 - E. The employee may submit his/her reactions to the written evaluation in duplicate; one copy to be given to the evaluator, and one copy to be attached to the formal written evaluation to be placed in the employee's personnel file.
 - F. The employee may request and be granted a meeting with the evaluator to discuss his or her objection to the written evaluation in Article X, Section D. above. Following this meeting, the employee may request and be granted a meeting with the superintendent for the same purpose.

Track 3 (Intensive Assistance)

The school district will provide an Intensive Assistance program as pursuant to the Code of Iowa.

ARTICLE XI
TRANSFER PROCEDURE

Teacher requested transfer from building to building are made as follows:

1. All requests for transfers for the following year shall be in writing in the form of a letter sent to the Superintendent or his/her designated representative. This letter should contain specific reasons for requesting the transfer.
2. The consideration of transfer of a teacher will be based on qualifications and certifications.
3. Written notice of transfer will be given to the teachers concerned as soon as practicable.
4. Requests for transfer are kept for only one (1) school year. Renewal must be made each year.
5. The Superintendent shall have the final decision in all cases of transfer.
6. Notice of staff vacancies will be posted in each building five (5) working days prior to filling of the vacancy during the school year. During the months of June, July, and August, the District shall provide notice of any vacancies to the Association and all teachers who have submitted a written request for such notification to the Superintendent as stated in Paragraph 1 of this Article. This notification will be made seven (7) calendar days prior to the finalization of such change.
7. If an involuntary transfer is necessary, the Board will take into consideration, so far as practical, the teacher's training, experience, specific achievements, and service to the District.

ARTICLE XII
COMPLIANCE CLAUSES AND DURATION OF AGREEMENT

A. **Separability**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

B. **Printing Agreement**

The Board of Education will share equally in the cost with the Association of printing one hundred fifty (150) copies of the collective agreement.

C. **Finality and Effect of Agreement**

1. This Agreement supersedes and cancels all previous agreements and practices between the Board and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
2. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right which might otherwise exist under law to negotiate over any matter during the terms of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this or with respect to subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. **Duration Period**

This Agreement shall become effective as of July 1, 2006, and shall be in full force and effect through June 30, 2007.

E. **Procedures of Negotiations**

1. Modification of Current Agreement-Negotiations maybe reopened by mutual agreement on the current contract if either party gives a written notice of request to negotiate because of a serious error or omission in the contract.
2. Successor Agreement-Either party may give written notice to the other to negotiate a Successor Agreement not less than one hundred fifty (150) days prior to the District's Budget Certification date, as established by the Code of Iowa, or September 15th, whichever is later.

Upon receipt of the notice, the Negotiation Team representing the Board and the Negotiating Team representing the Association shall meet for the purpose of negotiating whenever a mutually agreeable meeting time can be established.

3. Automatic Renewal of Agreement - If neither party notifies the other of its intent to negotiate a Successor Agreement by the date stated in 2. above, the current Agreement shall automatically continue in force and to be in effect for equivalent periods as shown in (D) above.

This agreement if executed and agreed upon this 17th day of May, 2006.

**BENTON COMMUNITY
EDUCATION ASSOCIATION
Association**

**BENTON COMMUNITY
SCHOOL DISTRICT
Board of Education**

By _____
President

By _____
President

By _____
Chief Negotiator

By _____
Chief Negotiator

**SCHEDULE A
GRIEVANCE REPORT**

Date Filed

Number

School District

Building

Name of Aggrieved Person 1. Association
 2. Employee
 3. Appropriate Supervisor
 4. Superintendent

STEP II

A. Date Violation Occurred _____

B. Date of Informal Discussion _____

C. Parties Present at Informal Discussion _____

D. Section(s) of Agreement Violated _____

E. Statement of Grievance _____

F. Relief Sought _____

Signature

Date

STEP III

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or His/Her Designee _____

Signature of Superintendent or His/Her Designee

Date

C. Disposition Accepted _____; Rejected _____;

Comments: _____

Signature

Date

STEP IV

A. _____
Signature of Aggrieved Person

B. _____
Signature of Association President

C. _____
Date of Notice Given of Submission to Arbitration

D. _____
Date of Decision

**SCHEDULE B
SALARY SCHEDULE
2006-07**

STEP	BA	BA+12	BA+24	MA	MA+15	MA+30	MA+45		
1	25900	27066	28231	29785	31080	32375	33670		
	965	1008	1052	1110	1158	1206	1255		
	26865	28074	29283	30895	32238	33581	34925		
2	26677	27843	29008	30562	31857	33152	34447		
	994	1037	1081	1139	1187	1235	1283		
	27671	28880	30089	31701	33044	34387	35730		
3	27454	28620	29785	31339	32634	33929	35224		
	1023		1066	1110	1168	1216	1264	1312	
	28477	29686	30895	32507	33850	35193	36536		
		4		28231	29397	30562	32116	33411	34706
		36001							
1052		1095	1139	1197	1245	1293	1341		
	29283	30492	31701	33313	34656	35999	37342		
5	29008	30174	31339	32893	34188	35483	36778		
	1081	1124	1168	1226	1274	1322	1370		
	30089	31298	32507	34119	35462	36805	38148		
6	29785	30951	32116	33670	34965	36260	37555		
	1110	1153	1197	1255	1303	1351	1399		
	30895	32104	33313	34925	36268	37611	38954		
7	30562	31728	32893	34447	35742	37037	38332		
	1139	1182	1226	1283	1332	1380	1428		
	31701	32910	34119	35730	37074	38417	39760		
8	31339	32505	33670	35224	36519	37814	39109		
	1168	1211	1255	1312	1361	1409	1457		
	32507	33716	34925	36536	37880	39223	40566		
9	32116	33282	34447	36001	37296	38591	39886		
	1197	1240	1283	1341	1390	1438	1486		
	33313	34522	35730	37342	38686	40029	41372		
10	32893	34059	35224	36778	38073	39368	40663		
	1226	1269	1312	1370	1419	1467	1515		
	34119	35327	36536	38148	39492	40835	42178		
11	33670	34836	36001	37555	38850	40145	41440		
	1255	1298	1341	1399	1448	1496	1544		
	34925	36133	37342	38954	40298	41641	42984		

**SCHEDULE B
SALARY SCHEDULE
2006-07
(continued)**

	BA	BA+12	BA+24	MA	MA+15	MA+30	MA+45
12	34447 1283 35730	35613 1327 36939	36778 1370 38148	38332 1428 39760	39627 1476 41103	40922 1525 42447	42217 1573 43790
13	35224 1312 36536	36390 1356 37745	37555 1399 38954	39109 1457 40566	40404 1505 41909	41699 1554 43253	42994 1602 44596
14		37555 1399 38954	38721 1443 40163	40375 1501 41875	41670 1549 43218	42965 1597 44562	44260 1645 45905
15			39886 1486 41372	41565 1544 43109	42860 1592 44452	44155 1641 45796	45450 1689 47139
16			41752 1530 43281	42756 1587 44343	44051 1636 45686	45346 1684 47029	46641 1732 48373
17			44335 1645 45980	45630 1694 47323	46925 1742 48665	48220 1790 50009	
18			46514 1703 48217	47809 1751 49559	49104 1800 50903	50399 1848 52246	
EXT	35224 1312 36536	37555 1399 38954	41752 1530 43281	46514 1703 48217	47809 1751 49560	49104 1800 50903	50399 1848 52246

If less than full funding is received from the state, then the employees will receive a proportional reduction in the amount of Phase I and II monies. The parties further understand that adjustments may be made in the final paycheck in order to distribute the available funds.

SCHEDULE C
SUPPLEMENTAL SALARY SCHEDULE

All salaries for supplemental pay will be based on the percentage of the B.A. experience salary step (total salary of combined schedules) for each specific activity assigned. Prior experience will not transfer from one (1) supplementary assignment to another assignment, however, prior experience will transfer from one (1) supplementary assignment to another assignment within the same or a related sport.

<u>ACTIVITY</u>	<u>% OF THE BASE</u>
<u>BASEBALL</u>	
Head Varsity	11.5
Assistant Varsity	9.0
9-10 Baseball	9.0
<u>BASKETBALL</u>	
Head Varsity	12.5
Assistant Varsity	9.5
Sophomore	9.5
Freshmen	9.0
Head 8th	6.0
Assistant 8th	5.5
Head 7th	5.5
Assistant 7th	5.0
<u>CHEERLEADING</u>	
Senior High	5.5
7-8	3.0
<u>CROSS COUNTRY</u>	
Boys	4.5
Girls	4.5
Both Boys and Girls	9.0
<u>DRAMATICS</u>	
Senior High Speech	8.0
Assistant Senior High Speech	3.0
Senior High Dramatics (per production)	8.0
Assistant Senior High Dramatics (per production)	3.0
Middle School Dramatics (per production)	3.0
Choreographer	3.0
Thespians	4.0
<u>FOOTBALL</u>	
Head Varsity	12.5
Assistant Varsity	10.0
Head 8th	7.0
Assistant 8th	6.5
Head 7th	7.0
Assistant 7th	6.0
<u>SOCCER</u>	
Head Varsity	8.0
Assistant Varsity	5.0

<u>ACTIVITY</u>	<u>% OF THE B.A.</u>
<u>SOFTBALL</u>	
Head Varsity	11.5
Assistant Varsity Softball	9.0
9-10 Softball	9.0
<u>FOREIGN LANGUAGE CLUB</u>	5.0
<u>FUTURE FARMERS OF AMERICA</u>	12.0
<u>ASSISTANT FFA SPONSOR</u>	6.0
<u>FAMILY CAREER COMMUNITY LEADERS OF AMERICA</u>	8.0
<u>HOSA</u>	9.0
<u>GOLF</u>	
Head Boys	6.0
Head Girls	6.0
Assistant	4.0
<u>INDUSTRIAL ARTS CLUB</u>	
Senior High	1.5
<u>INSTRUMENTAL MUSIC ACTIVITIES</u>	
Senior High School	11.0
Middle School	5.5
Elementary (per building)	2.0
<u>NATIONAL HONOR SOCIETY</u>	5.0
<u>POM POM SPONSOR</u>	3.0
<u>STUDENT COUNCIL</u>	
High School	4.5
Middle School	1.5
Elementary	1.5
<u>TRACK</u>	
Head Varsity	9.5
Assistant Varsity	7.5
Head 7-8	6.0
Assistant 7-8	4.5
<u>VOCAL MUSIC ACTIVITIES</u>	
Vocal Music (7-12)	12.0
Assistant 7-12 Vocal	8.0
High School Show Choir	4.0
Middle School Show Choir	2.0
Elementary (per building)	3.0
<u>VOLLEYBALL</u>	
Head Varsity	12.5
Assistant Varsity	9.5
Head 7-8	6.0
Assistant 7-8	5.5
<u>WRESTLING</u>	
Head Varsity	12.5
Assistant Varsity	9.5
Head 7-8 Wrestling/Assistant Varsity	9.0
Assistant 7-8	6.0
<u>YEARBOOK</u>	
Middle School	3.0
High School	7.0
<u>ELEMENTARY YEARBOOK</u>	3.0
<u>ART CLUB SPONSOR</u>	5.0
<u>BUILDING TECHNOLOGY SUPPORT TEACHER</u>	5.0
<u>MOCK TRIAL</u>	1.0
<u>WEIGHT ROOM SUPERVISION</u> - Total of \$4,800 for the year.	
<u>WEB PAGE COORDINATOR</u>	5.0

SCHEDULE D
PAY FOR EXTRA DUTIES

Compensation for extra duty assignments will be at a rate of \$15.00 per assignment. Extra duty assignments on a weekend (Saturday or Sunday) will be compensated at twenty dollars (\$20.00) per assignment.

Junior (2) and Senior (1) class sponsors will be compensated at a rate of \$200 per year.

! Official Timer at Varsity Events with Freshmen, JV and/or Sophomore event attached - \$20.00 / \$25.00 on weekends.

!

! Official Scorer at Varsity Events with Freshmen, JV and/or Sophomore event attached - \$20.00 / \$25.00 on weekends.

!

!Note: If a varsity event stands alone without Freshmen, JV and/or Sophomore event attached - \$15.00 / \$20.00 on weekends.

SCHEDULE E
NURSES' SALARY SCHEDULE

DEGREE - One Hundred percent (100%) of BA experience salary step.

R.N. - Ninety percent (90%) of BA experience salary step.

LPN - Seventy percent (70%) of BA experience salary step.